

EXHIBIT 1

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13:12:40

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

ARM LTD.,)
a U.K. corporation,)
Plaintiff,)
v.) C.A. No. 22-1146(MN)
QUALCOMM, INC.,)
a Delaware corporation,)
et al.,)
Defendants.)

Thursday, March 7, 2024
2:13 p.m.
Oral Argument

844 King Street
Wilmington, Delaware

BEFORE: THE HONORABLE MARYELLEN NOREIKA
United States District Court Judge

APPEARANCES:

YOUNG CONAWAY STARGATT & TAYLOR
BY: ANNE SHEA GAZA, ESQ.
BY: ROBERT M. VRANA, ESQ.

-and-

MORRISON FOERSTER, LLP
BY: KYLE W.K. MOONEY, ESQ.
BY: NICHOLAS R. FUNG, ESQ.
BY: DANIEL MACKNIDES, ESQ.

Counsel for the Plaintiff

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14:13:35 1 Mooney and Nicholas Fung of Morrison & Foerster as well as
14:13:38 2 my colleague, Robert Vrana and Daniel Macknides.
14:13:45 3 MR. BLUMENFELD: Good afternoon, Your Honor.
14:13:48 4 Jack Blumenfeld from Morris Nichols for the Qualcomm
14:13:52 5 defendants. And with me is Karen Dunn and Erin Morgan from
14:13:56 6 Paul Weiss.
14:13:56 7 THE COURT: Great.
14:13:58 8 MS. GAZA: Your Honor, if I may, I'm sorry, I
14:14:01 9 meant to mention also that third-party counsel for Ampere
14:14:06 10 and Apple are in attendance as well if you would like their
14:14:09 11 introduction.
14:14:10 12 THE COURT: Sure. You guys can give me your
14:14:12 13 input if you need to.
14:14:15 14 All right. Let's start with -- so we have a
14:14:19 15 couple of objections and we have the trial date issue. I
14:14:25 16 saw there was another order from Judge Hatcher yesterday.
14:14:28 17 Am I going to be getting objections for that, anyone?
14:14:35 18 MR. MOONEY: No, Your Honor.
14:14:35 19 THE COURT: I didn't get a yes or no. And when
14:14:38 20 you speak, could you stand.
14:14:39 21 MS. DUNN: Not from us, Your Honor.
14:14:41 22 MR. MOONEY: No, Your Honor.
14:14:42 23 THE COURT: Okay. Great. All right.
14:14:45 24 Okay. Let's start with Mr., is it Son or Son?
14:14:53 25 MS. DUNN: Yes, Your Honor. Karen Dunn for

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1 APPEARANCES CONTINUED:

2 MORRIS NICHOLS ARSHT & TUNNELL LLP
3 BY: JACK BLUMENFELD, ESQ.

4 -and-

5 PAUL WEISS
6 BY: KAREN L. DUNN, ESQ.
6 BY: ERIN MORGAN, ESQ.

7 Counsel for the Defendants

8 FISH & RICHARDSON
9 BY: NITIKA GUPTA FIORELLA, ESQ.

10 -and-

11 WALKER STEVENS CANNOM, LLP
12 BY: HANNAH L. CANNOM, ESQ.

13 Counsel for Apple, Inc.

14 WILSON SONSINI GOODRICH & ROSATI
15 BY: BRAD SORRELS, ESQ.

16 Counsel for Ampere Computing

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13:37:07 21 THE COURT: All right. Good afternoon everyone.
13:37:07 22 Please be seated.
14:13:23 23 Ms. Gaza.
14:13:28 24 MS. GAZA: Good afternoon, Your Honor. Anne
14:13:29 25 Gaza on behalf of plaintiff, ARM. I'm joined today by Kyle

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14:14:56 1 Qualcomm.
14:14:57 2 THE COURT: So I need you to really focus me on
14:15:01 3 the standard here because I'm not looking at this de novo,
14:15:07 4 and so I need you to focus on why this was clearly erroneous
14:15:14 5 or contrary to law.
14:15:16 6 MS. DUNN: I'm happy to do that, Your Honor. We
14:15:19 7 have slides as to this argument that we can hand up if it
14:15:24 8 pleases the Court. Thank you.
14:15:25 9 THE COURT: Let me ask you this before I start.
14:15:27 10 Is there really a dispute as to whether he told Samsung or
14:15:39 11 others that Qualcomm's license was going to expire? Is that
14:15:45 12 in dispute?
14:15:46 13 MS. DUNN: There is a dispute about his
14:15:48 14 statements. We know he -- there is no dispute that he made
14:15:52 15 statements. I don't know, perhaps counsel for Arm can tell
14:15:55 16 us whether they dispute that he said the license would
14:15:58 17 expire. I don't think that's in the record.
14:16:02 18 THE COURT: Why don't you guys talk about that
14:16:04 19 because I need to understand what there is a dispute about
14:16:06 20 so I can decide if he has superior or unique knowledge. If
14:16:10 21 nobody disputes what you say he said, then I'm not sure I
14:16:14 22 care as much. Why don't you guys talk about it. I can't
14:16:19 23 believe you haven't done that already.
14:16:23 24 (Discussion off the record.)
14:16:25 25 MR. MOONEY: Your Honor, Rene Haas, the current

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15:13:10 **1** is clear that the protective order isn't sufficient to
 15:13:13 **2** require parties to produce information that's not relevant
 15:13:16 **3** in the case.
 15:13:17 **4** THE COURT: Let's say I'm not convinced that
 15:13:19 **5** it's not relevant.
 15:13:20 **6** MR. MOONEY: Your Honor is right, we are not
 15:13:21 **7** suggesting that Qualcomm outside counsel is going to
 15:13:25 **8** deliberately disclose this information to anybody, that's
 15:13:28 **9** not the concern. The concern is that this is highly
 15:13:30 **10** confidential competitive information that goes to the very
 15:13:34 **11** core of our business and to the very core of our
 15:13:38 **12** competitor's business and this is information that could be
 15:13:40 **13** misused by our competitors and our customers. And that any
 15:13:45 **14** risk that this information is inadvertently specifically or
 15:13:50 **15** generally used or disclosed by any counsel or anyone else
 15:13:54 **16** involved in the case who might have access to this
 15:13:56 **17** information under the protective order, which certainly
 15:14:00 **18** isn't just counsel sitting at the table is enough of a risk
 15:14:03 **19** that we worked very carefully with our customers, Apple
 15:14:08 **20** here, to remove as many --
 15:14:11 **21** THE COURT: You haven't worked at all with
 15:14:12 **22** anyone on the 2023 Apple agreement, that's just a big fat
 15:14:17 **23** no, right? You don't even have the first page of it that
 15:14:20 **24** says agreement.
 15:14:21 **25** MR. MOONEY: It is true that the Apple agreement

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15:14:24 **1** 2023 has not been produced and on that, I would let Apple
 15:14:29 **2** speak further.
 15:14:29 **3** If you have any other further questions for me,
 15:14:32 **4** I'm happy to address them.
 15:14:34 **5** THE COURT: All right. Apple.
 15:14:37 **6** MS. CANNOM: Thank you, Your Honor. Hannah
 15:14:40 **7** Cannom on behalf of Apple, Inc. A couple of points that I
 15:14:43 **8** think we need to look at. First of all, it's from Judge
 15:14:46 **9** Hatcher's order where she says that balancing the minimal
 15:14:50 **10** relevance when combined with the harm of disclosure --
 15:14:53 **11** THE COURT: I might think it's a little bit more
 15:14:55 **12** relevant than she does.
 15:14:58 **13** MS. CANNOM: What she then goes on to say it
 15:15:01 **14** will necessarily need to generate generalized information
 15:15:03 **15** from the ARM clients. This is different than a source code
 15:15:05 **16** situation where the source code is in a room and what we're
 15:15:07 **17** worried about is inadvertent disclosure of large swaths of
 15:15:11 **18** code. Here we have information that once it's heard --
 15:15:15 **19** THE COURT: Tell me what exactly that means,
 15:15:18 **20** necessarily -- I don't know why that is, so why is it
 15:15:23 **21** different than you have source code and you say we can't
 15:15:30 **22** make out an infringement case because, you know, the source
 15:15:34 **23** code doesn't have this, or we can make out an infringement
 15:15:38 **24** case so that, therefore, they are, you know, confirming that
 15:15:41 **25** the source code shows that something works. Why -- like,

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15:15:45 **1** why is that different from this? Why do you think that if
 15:15:52 **2** someone, outside counsel for Qualcomm gets it, like what is
 15:15:56 **3** -- give me an example, what necessarily would they have to
 15:15:59 **4** disclose that's so -- that's so secret that it would be
 15:16:04 **5** harmful.
 15:16:05 **6** MS. CANNOM: Right. So speaking generally about
 15:16:06 **7** the termination provision, if they were entitled to see the
 15:16:10 **8** termination provision, then they would have to tell their
 15:16:15 **9** client whether the termination provision was similar or
 15:16:17 **10** different and that's why that mattered to the specific issue
 15:16:20 **11** here.
 15:16:21 **12** There are also other, you know, certain
 15:16:23 **13** licensing terms --
 15:16:25 **14** THE COURT: Well, I mean the termination
 15:16:26 **15** provision, that wasn't even something -- that was redacted
 15:16:29 **16** in the Google one, so I'm not sure why I understand that's
 15:16:33 **17** so secretive.
 15:16:35 **18** MS. CANNOM: And Apple's position is that
 15:16:38 **19** everything that's within the 2023 ALA is very highly
 15:16:41 **20** protected even within Apple.
 15:16:44 **21** THE COURT: That assumes a bit much to me.
 15:16:47 **22** You're telling me the very first words that say this ALA
 15:16:51 **23** between Apple and ARM, that's super secret. Come on, right
 15:16:54 **24** then you're losing a little bit of credibility because
 15:16:57 **25** you're not even -- I mean, that's not -- let's put it this

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15:17:00 **1** way. The Third Circuit test for confidentiality, you didn't
 15:17:05 **2** meet it when you're telling me that. I'm supposed to go
 15:17:09 **3** line by line in things according to the Third Circuit. So
 15:17:13 **4** you just saying there is an agreement, but you can't even
 15:17:17 **5** see who signed it tells me right then that you're being
 15:17:21 **6** overly inclusive and you're not encouraging me to follow the
 15:17:26 **7** Third Circuit's guidance on confidentiality.
 15:17:30 **8** MS. CANNOM: Understood, Your Honor. Your
 15:17:33 **9** Honor, and if you were to order that Apple would have to
 15:17:36 **10** produce a redacted version in line with the other ALAs, that
 15:17:40 **11** would be certainly something we would do. Our concern here,
 15:17:43 **12** however, is that the clearly defined serious injury that
 15:17:47 **13** Apple has vis-a-vis its competitor and more broadly --
 15:17:50 **14** THE COURT: I'm still not getting it. You're
 15:17:52 **15** telling me it's so harmful to you if the example you gave
 15:17:57 **16** me, the termination provisions were disclosed, yet other
 15:18:02 **17** competitors, termination provisions are disclosed, and maybe
 15:18:08 **18** there is something super secret in Apple's termination
 15:18:12 **19** provision, but the fact that it sort of undermines your
 15:18:18 **20** argument when other competitors are like okay, you can't see
 15:18:21 **21** how much we pay, but you can see what happens if we
 15:18:24 **22** terminate or how we terminate.
 15:18:26 **23** MS. CANNOM: To be clear, there are multiple
 15:18:28 **24** other ALAs that have been produced in redacted material
 15:18:32 **25** here. What we're concerned is the most recent one which has